



Council Agenda Report

From: Darren Nash, Associate Planner

Subject: Parking Agreement Amendment - Hacienda del Norte (529 10th St. / Triton Community Development, LLC)

Date: December 20, 2016

Facts

1. Hacienda Del Norte (HDN) is an existing 44-unit low-income senior housing facility located at 529 10th Street. (Vicinity Map, Attachment 1.)
2. The HDN facility was originally built in the late 1970s and is still operating as a low-income senior facility.
3. Bill Rice, on behalf of Triton Community Development, LLC, has notified the City that Triton is under contract to acquire the project. Mr. Rice indicates that while a majority of the residents of HDN will remain seniors, units will also be available for permanently disabled residents. See Bill Rice Memo, Attachment 2.
4. As part of the original approval of the project, consistent with the Planning Commission's recommendation, the City Council approved a parking variance allowing a reduction of the number of on-site parking spaces from 44 spaces to 23 spaces. The variance was approved based on the HDN project being specifically for "elderly" people, since most of them do not have a car.
5. In 1975 the City Council approved a Parking Agreement that memorialized the Parking Variance, and established criteria for the variance that allows for the on-going reduced parking for HDN, as long as the project remains a housing project for the elderly. See 1975 Parking Agreement, Attachment 3.
6. Since the original agreement allowing the parking reduction is specific to elderly persons, Mr. Rice is requesting that the City Council amend the Agreement to reflect that in addition to elderly residents, that the parking reduction be extended to include non-elderly disabled persons. See Bill Rice Memo, Attachment 2.
7. Staff and the City Attorney have worked together with Bill Rice to provide an amended Parking Agreement, See Exhibit A to Resolution, Attachment 5)

Options

1. Take no action
2. Approve the amended Parking Agreement for the Hacienda del Norte project, allowing the parking reduction to continue, based on the residents being elderly or permanently disabled.
3. Refer back to staff for additional analysis, as specified by the City Council.

Analysis and Conclusions

HDN has been in operation for over 40 years with a reduced number of parking spaces without creating neighborhood impacts. The parking reduction helps this facility maintain the existing parking situation and expand housing opportunities for the elderly and physically disabled people. The parking demand for physically disabled people is expected to be similar to elderly persons and therefore consistent with the intent of the original parking variance.

Fiscal Impact

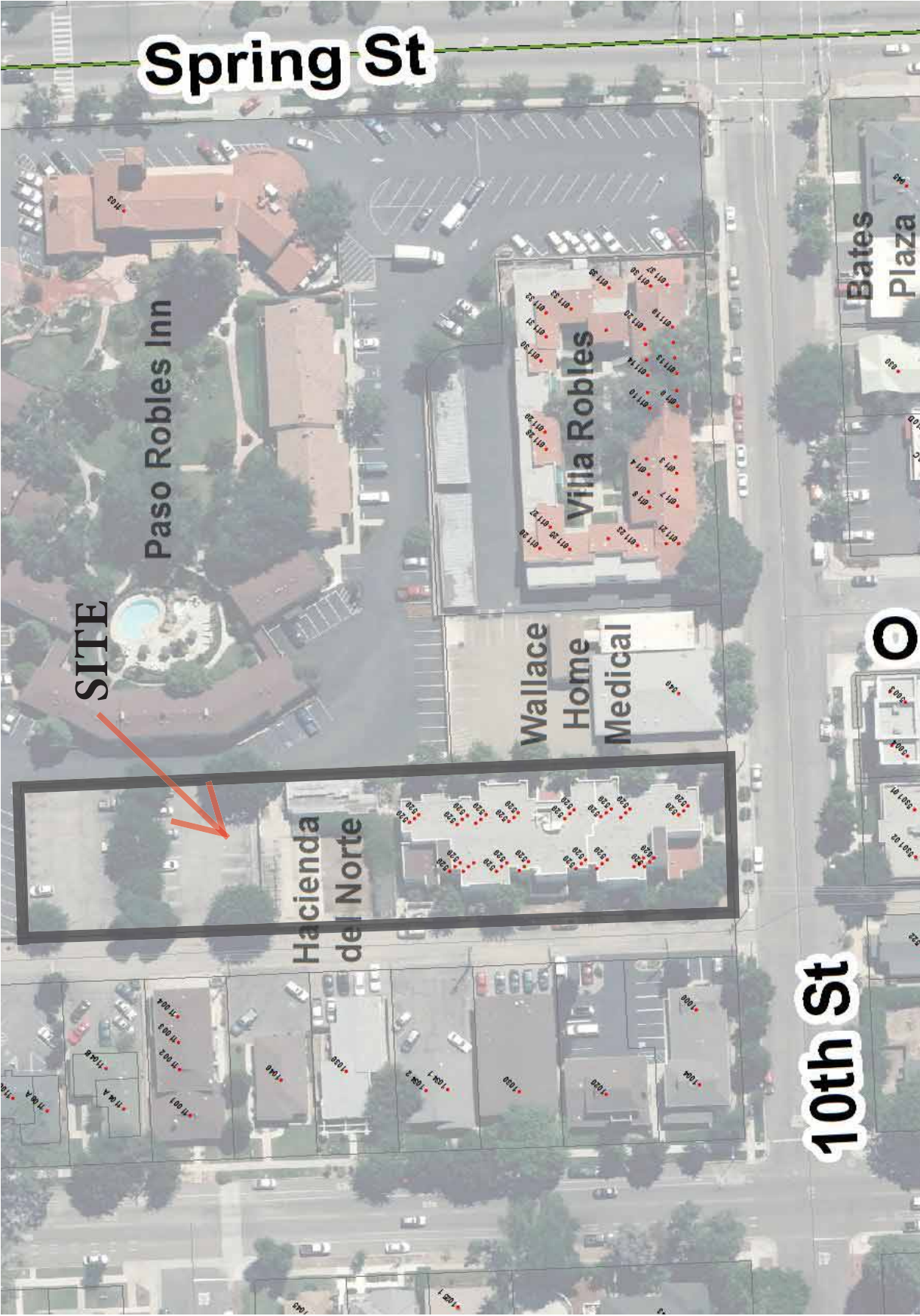
None.

Recommendation

Approve draft Resolution A amending the Parking Agreement for the Hacienda del Norte project, allowing the parking reduction to continue, based on the residents being elderly or permanently disabled.

Attachments

1. Vicinity Map
2. Bill Rice Memo
3. 1975 Parking Agreement
4. Parking Lot Plan
5. Draft Resolution A –Parking Agreement Amendment



Darren Nash

From: William Rice <brice@tritoncommunity.com>
Sent: Tuesday, September 27, 2016 2:27 PM
To: Darren Nash
Cc: Don Herrman CPA
Subject: Hacienda del Norte - 44 unit Affordable Housing Transaction (existing)
Attachments: 3_CA-San Luis Obispo-Document - Book_Page-1857_606.pdf; AG Grading_Parking_plan.PDF

Darren,

Thanks for your time on the phone earlier today. Here is some background, the property was given a parking variance in September 1975 (attached below) that requires 23 parking spaces for the 44 units. The property currently (and was originally built) to have 20 Studio Apartments and 24 1 Bedroom Apartments (including one manager unit) for a total of 44 units. As you are aware this property is under contract by Triton to acquire from the existing owner, to substantially improve and preserve the "At-Risk" affordable housing for the benefit of the residents and City. We were awarded by the California Tax Credit Allocation Committee a competitive reservation on September 21, 2016 of federal Low Income Housing Tax Credits. We are obligated to close on the transaction with the existing Seller by December 21, 2016 and are working with the local HUD office to assign the existing 44 unit HAP Contract subsidy. Additionally we have preliminary approval from the California Housing Finance Agency (CAL-HFA) for construction and permanent financing under a state and federal HUD Risk-Share program. We are finalizing the scope and plans to submit to the City that will include approximately \$47,000 per unit in upgrades to the development including, ADA, energy, interior and exterior improvements. (Attached also find the original plan that show the approved parking)

While the property still has a majority senior resident base, the current management has leased spaces to permanently disabled residents, including many in motorized wheel chairs, with some assisted with local social workers. We believe through due diligence inspections and requests from management, that there are currently 17 residents legally residing under HUD fair housing guidelines (they are in compliance with the HUD HAP contract subsidy as far as we have been able to determine) which are disabled but do not meet an "elderly" definition. We believe that post renovation, the transaction will have 32 parking spaces total which will include 5 handicap and 1 specialty designated "handicap van" space.

In the original Agreement - Covenant regarding the property dated September 30, 1975, it was agreed that "... so long as the property is used to house elderly persons under such Act [Section 221(d)(3)], only 23 parking spaces, instead of 44 parking spaces, shall be required, as requested under a Variance approved by the City Planning Commission..." It is the request of the purchasers of the Hacienda del Norte Apartments that the Covenant be amended to reflect that in addition to elderly residents the allowable uses include non-elderly disabled individuals. Given the property is currently under parked we don't believe there is an existing parking issue with the site given the very low income nature of the property, its resident base of seniors and physically disabled.

Kind regards,

Bill Rice
Triton Community Development LLC
Triton Development Services LLC
1855 W Katella Avenue, Suite 265
Orange, CA 92867
818-371-4789

10/1/2016 - PLEASE NOTE OUR ADDRESS HAS CHANGED

RECORDING REQUESTED BY

City of Paso Robles
AND WHEN RECORDED RETURN
TO: City Attorney
P. O. Box 306
Paso Robles, CA. 93446

DOCUMENTARY TRANSFER
TAX \$ None

Donald B. Keef
Donald B. Keef, City Clerk

BOOK NO. 33489
OFFICIAL RECORDS
SAN LUIS OBISPO CO., CAL.

WILLIAM E. ZIMMERMAN
COUNTY RECORDER

THE 1-15 PM

AGREEMENT - COVENANT
RE: PARKING - LOTS 46, 47 AND
PORTION OF LOT A AND G OF SPRINGS HOTEL TRACT

This Agreement, dated this 36th day of September, 1975 between Nelson McMann, Developer and his successors, assigns and grantees, hereinafter known as "developer" and the City of El Paso de Robles, hereinafter known as "City", concern parking requirements for the development of a Senior-Citizen project (HUD Project No. 122-35314: Hacienda Del Norte) on Lots 46, 47 and portion of Lot A and Lot G of Springs Hotel Tract. This Agreement applies to all subsequent owners, successors and grantees and runs with the above described property.

It is hereby agreed by the Developer and Owner of the HUD Project No. 122-35314 that this Project is set forth under Section 221 (d) 3 of the Housing Act, and that except as herein provided so long as the development is used to house elderly persons under said Act, only 23 parking spaces, instead of 44 parking spaces, shall be required, as requested under a Variance approved by the City Planning Commission and the City Council on June 24, 1974. If the occupants of the Building use more than 23 vehicles total, then the owner of the premises must furnish additional onsite parking spaces for each and all of such additional vehicles. Both parties agree and understand that the onsite parking spaces must at all times equal or exceed the number of cars used by the occupants of the building and owner agrees to insert and enforce appropriate provisions in lease agreements with each of the occupants of the building. Owner and his successors agree to indemnify City from any and all costs, including attorneys fees, incurred in connection with the enforcement of the provisions of this agreement.

Should the use of the property be changed, or should the Department of Housing and Urban Development withdraw its support or subsidy, or if the buildings and property revert to any use other than originally intended, that being for the housing of elderly persons, then before any other use may be made of the property, the owner or occupant shall provide not less than 44 total parking spaces and as many additional off street parking spaces as required by the then existing Zoning Ordinance for such use. It is further agreed and understood that failure to enforce this Agreement shall not in any way constitute a waiver of any of the terms of this Agreement or prohibit the enforcement of this Agreement.

33489

1857 606

It is further agreed that this document shall be recorded by the Developer with the County of San Luis Obispo Recorder and a copy furnished to City who shall file same with the approved Variance and the Planning Commission shall review the matter annually on or before June 30th of each year.

Signed *[Signature]*
OWNER - DEVELOPER

DATED: September 30, 1975

CITY OF EL PASO DE ROBLES

Barney Schwartz
Mayor

APPROVED AS TO FORM:

Michael T. LeSage
Michael T. LeSage, City Attorney

STATE OF CALIFORNIA
County of SAN LUIS OBISPO

Official Seal
HARRIS R. FAUNCE, JR.
Notary Public - California
San Luis Obispo County

ON September 30, My Commission Expires May 4, 1979 before me,
the undersigned, a Notary Public in and for said State, personally appeared
WILSON MC MANIS, Owner - Developer and
HARVEY SCHWARTZ, Mayor

known to me,
to be the persons whose names are subscribed to the within
instrument, and acknowledged to me that they executed the same.
Witness my hand and official seal.

Louis B. Mung
Notary Public in and for said State.

ACKNOWLEDGMENT-CENTRAL-WOLCOTT FORM 151-REV. 2-63

Vol 1857 Page 607

EXCERPT FROM
MINUTES OF THE ADJOURNED SESSION
PASO ROBLES CITY COUNCIL
SEPTEMBER 30, 1975

The City Council of the City of El Paso de Robles, meeting in adjourned session on the above date, was called to order by Mayor Schwartz at 7:30 p.m. in the City Council Chambers with the following Councilmen answering roll: Barnhart, Minshull and Schwartz; Councilman Hansen and Councilwoman Stockdale being absent.

26. The City Manager presents an agreement between the City and Mr. Nelson McMann, Developer, which places covenant on the parking on the Hacienda del Norte Project, a project which has been in the planning stage for many months. The City Manager reviews the previous actions of the Planning Commission in their meeting of June 10, 1974, and the actions of the City Council on June 24, 1974, at which time a variance was approved to reduce the parking requirements and the agreement was approved.

The agreement has been signed by Mr. McMann and the City Manager, having reviewed and updated the Council concerning the matter, requests that the Council authorize the Mayor to execute the agreement and authorize the City Clerk to record same.

Motion by Councilman Barnhart, seconded by Councilman Minshull, that the Mayor be authorized to execute the document titled: AGREEMENT - COVENANT, RE: PARKING - LOT 46, 47, AND PORTION OF LOT A AND C OF SPRINGS HOTEL TRACT, dated September 30, 1975. Further, that the City Clerk be authorized to record document. Motion passed unanimously.

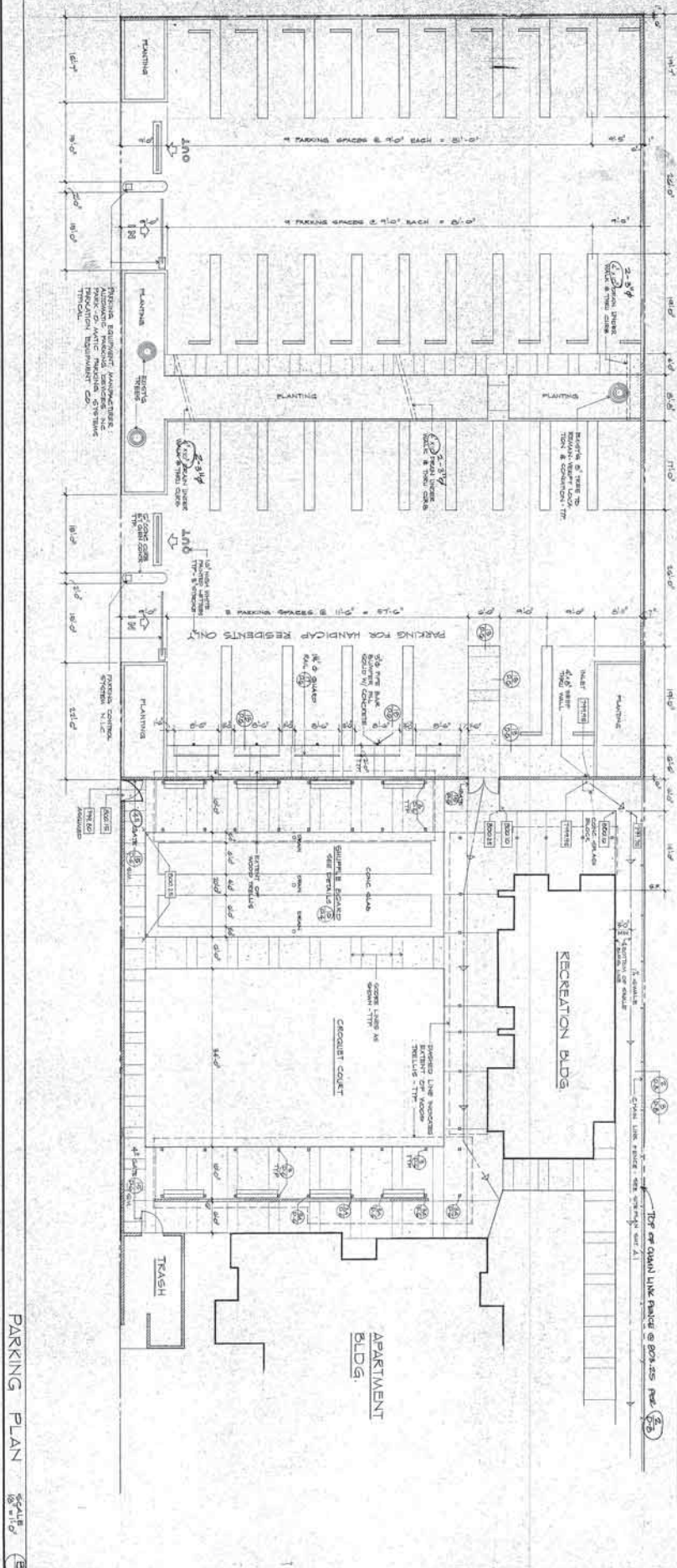
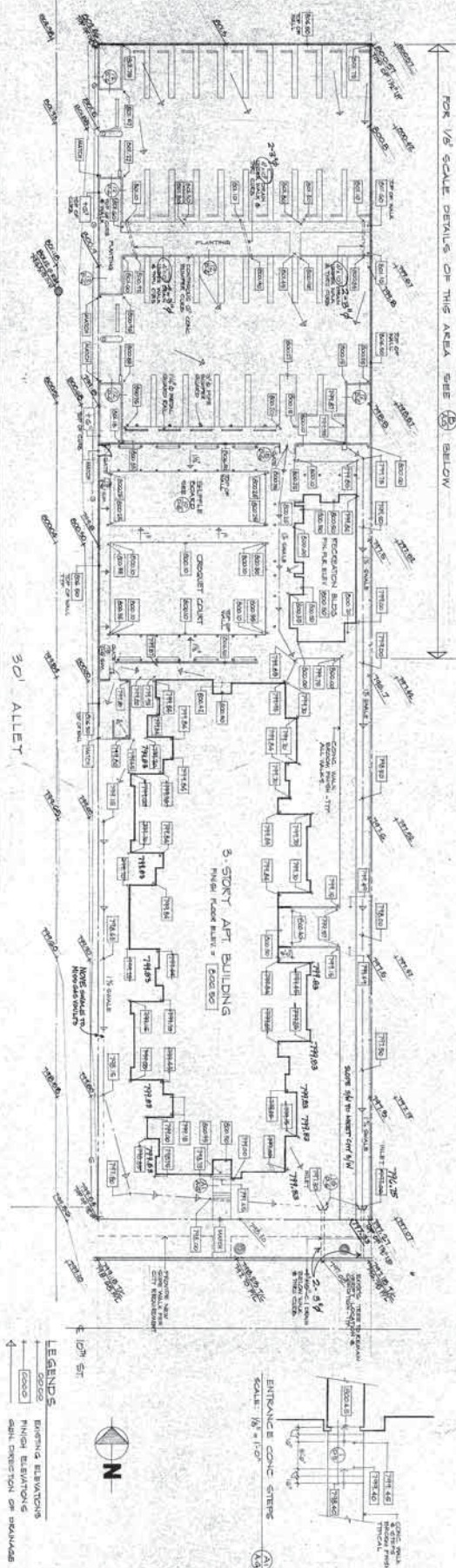
32. There being no further business, it was moved by Councilman Minshull, seconded by Councilman Barnhart, that the meeting be adjourned.

Donald R. Keefer
City Clerk

I certify that this is a true copy of a portion of the minutes of the PASO ROBLES CITY COUNCIL of PASO ROBLES, CALIFORNIA, dated this 30th day of September, 1975.

Donald R. Keefer
Donald R. Keefer, City Clerk

DBK:jm



Attachment 5

Draft Resolution A

RESOLUTION 16-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROVING AN AMENDMENT TO THE
PARKING AGREEMENT FOR HACIENDA DEL NORTE HOUSING PROJECT
AT 529 10TH STREET
(TRITON COMMUNITY DEVELOPMENT, LLC)
APN: 009-093-050

WHEREAS, Hacienda Del Norte (HDN) is an existing 44-unit low-income senior housing facility located at 529 10th Street; and

WHEREAS, the HDN facility was originally built in the late 1970's and is still operating as a low-income senior facility; and

WHEREAS, Bill Rice, on behalf of Triton Community Development, LLC, has notified the City that Triton is under contract to acquire the project and that while a majority of the residents of HDN will remain seniors, units will also be available for permanently disabled residents; and

WHEREAS, as part of the original approval of the project, the Planning Commission along with the City Council approved a parking variance allowing a reduction of the number of on-site parking spaces from 44 spaces to 23 spaces, based on the HDN project being specifically for "elderly" people, since most of them do not have a car; and

WHEREAS, in 1975 the City Council approved a Parking Agreement that memorialized the Parking Variance, and established criteria for the variance that allows for the on-going reduced parking for HDN, as long as the project remains a housing project for the elderly; and

WHEREAS, since the original agreement allowing the parking reduction is specific to elderly persons, Mr. Rice is requesting that the City Council amend the Agreement to reflect that in addition to elderly residents, that the parking reduction be extended to include non-elderly disabled persons; and

WHEREAS, Staff, Bill Rice, along with the City Attorney have worked together to provide an amended Parking Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of El Paso de Robles does hereby approve the revised parking agreement (Exhibit A), allowing for the parking reduction for Hacienda del Norte to continue based on the project housing both elderly and physically handicapped people.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 20th day of December 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven Martin, Mayor

ATTEST:

Kristy Buxkemper, Deputy City Clerk

Exhibit A: Amended Hacienda Del Norte Parking Agreement

Exhibit A

Recording requested by and
When Recorded Mail To:

City of Paso Robles
1000 Spring Street
Paso Robles, California 93446
Attn: Community Development Director

AMENDMENT TO AGREEMENT AND COVENANT RE: PARKING – LOTS 46, 47 AND PORTION OF LOT A AND G OF SPRINGS HOTEL TRACT

THIS AMENDMENT (this “**Amendment**”) is made this ____ day of October, 2016, is entered into by and between TCD Hacienda Del Norte LP, a California limited partnership (“**Owner**”), and CITY OF PASO ROBLES, a political subdivision of the State of California (“**City**”).

RECITALS

A. Owner is the owner of that low-income housing development located at 529 10th Street in the City Paso Robles, San Luis Obispo County, California 93446, and as further described in Exhibit A attached hereto and made a part hereof (“**Property**”).

B. The Property is restricted and benefitted by that certain Agreement and Covenant Re: Parking – Lots 46, 47 and Portion of Lot A and G of Springs Hotel Tract (the “**Covenant**”), dated as of September 30, 1975, and executed by Nelson McMann (predecessor in interest to Owner) and the City, and recorded on October 9, 1975, (Book) 1857 (Page) 606 (Document No. 33489), in the Official Land Records of San Luis Obispo County, California.

C. This Amendment is being made by Owner and City to clarify the parking variance set forth in the Covenant (the “**Variance**”) shall remain in effect so long as the Property is restricted for occupancy by low-income senior citizens, disabled persons or such other population required or permitted by the U.S. Department of Housing and Urban Development (“**HUD**”) under (i) the Project Based Section 8 Housing Assistance Payments Basic Renewal Contract for Mark-Up-to-Market Project (Section 8 Project No. CA16M000349), entered into by and among the Owner (or its predecessor), Los Angeles LOMOD Corporation and HUD, or any renewal contract thereof (the “**HUD Subsidy Contract**”), or (ii) loan funded or insured by the Secretary of HUD under the National Housing Act (the “**HUD Loan**”), all as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City agree as follows:

1. Amendment of Covenant. The Covenant is hereby amended to provide that the intended use of the Property shall be for housing of low-income senior citizens, disabled persons,

Exhibit A

or such other restricted population in accordance with the HUD Subsidy Contract or the HUD Loan. The Covenant is hereby further amended to provide that the Variance shall remain in full force and effect and benefit the Property so long as the Property is restricted for occupancy to low-income senior citizens, disabled persons or such other restricted population in accordance with the HUD Subsidy Contract or the HUD Loan. City and Owner acknowledge and agree this Amendment updates and reaffirms the Variance to better comply with the requirements of the HUD Subsidy Contract and HUD Loan.

2. **Successors and Assigns; Scope of Amendment.** This Amendment shall be binding upon and inure to the benefit of the successors, assigns, grantees, personal representatives, heirs and legatees of the respective parties hereto. Other than as expressly modified by this Amendment, the Covenant shall remain in full force and effect.

3. **Governing Law.** This Amendment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Exhibit A

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date first written above.

OWNER:

TCD Hacienda Del Norte LP,
a California limited partnership

By: Triton Community Development LLC, a California limited liability company,
its General Partner

By: _____
William E. Rice, It's Managing Member

CITY:

CITY OF PASO ROBLES

By: _____
Name: _____
Title: _____

Exhibit A

EXHIBIT A

PROPERTY DESCRIPTION

The land described herein is situated in the State of California, County of San Luis Obispo, City of Paso Robles, described as follows:

PARCEL 1:

Lots 46 and 47 of the Springs Hotel Tract in the City of Paso Robles, County of San Luis Obispo, State of California, according to map recorded May 10, 1921 in Book 2, Page 60 of Maps, in the office of the County Recorder of said County.

Excepting therefrom all the waters of any and all underground springs or currents of warm, Sulphur and mineral waters that are or may be within said land or any part thereof as reserved by George G. Herzberg in Deed recorded August 19, 1936 in Book 200, Page 47 of Official Records.

PARCEL 2:

The Westerly 100 feet of Lot "G" of Springs Hotel Tract, in the City of Paso Robles, County of San Luis Obispo, State of California, according to map recorded May 10, 1921 in Book 2, Page 60 of Maps, in the office of the County recorder of said County.

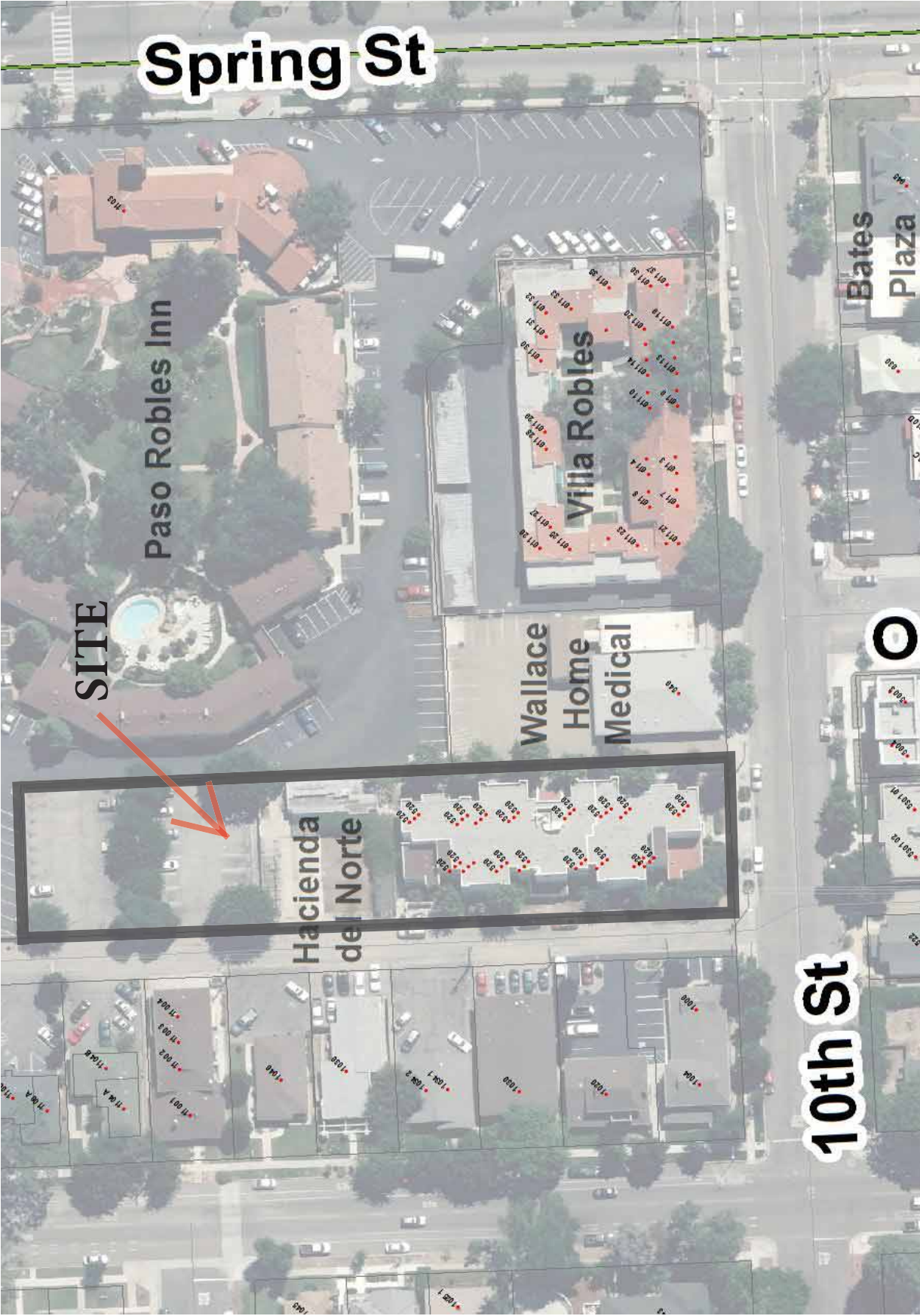
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PARCEL 3:

The Southerly 280 feet of the Westerly 100 feet of Lot A of the Springs Hotel Tract, in the City of Paso Robles, County of San Luis Obispo, State of California, according to map recorded May 10, 1921 in Book 2, Page 60 of Maps, in the office of the County Recorder of said County.

Excepting therefrom all the waters of any and all underground springs or currents of warm, Sulphur and mineral waters that are or may be within said land or any part thereof as reserved by George G. Herzberg in Deed recorded August 19, 1936 in Book 200, Page 47 of Official Records.

APN: 009-093-050



Darren Nash

From: William Rice <brice@tritoncommunity.com>
Sent: Tuesday, September 27, 2016 2:27 PM
To: Darren Nash
Cc: Don Herrman CPA
Subject: Hacienda del Norte - 44 unit Affordable Housing Transaction (existing)
Attachments: 3_CA-San Luis Obispo-Document - Book_Page-1857_606.pdf; AG Grading_Parking_plan.PDF

Darren,

Thanks for your time on the phone earlier today. Here is some background, the property was given a parking variance in September 1975 (attached below) that requires 23 parking spaces for the 44 units. The property currently (and was originally built) to have 20 Studio Apartments and 24 1 Bedroom Apartments (including one manager unit) for a total of 44 units. As you are aware this property is under contract by Triton to acquire from the existing owner, to substantially improve and preserve the "At-Risk" affordable housing for the benefit of the residents and City. We were awarded by the California Tax Credit Allocation Committee a competitive reservation on September 21, 2016 of federal Low Income Housing Tax Credits. We are obligated to close on the transaction with the existing Seller by December 21, 2016 and are working with the local HUD office to assign the existing 44 unit HAP Contract subsidy. Additionally we have preliminary approval from the California Housing Finance Agency (CAL-HFA) for construction and permanent financing under a state and federal HUD Risk-Share program. We are finalizing the scope and plans to submit to the City that will include approximately \$47,000 per unit in upgrades to the development including, ADA, energy, interior and exterior improvements. (Attached also find the original plan that show the approved parking)

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In the original Agreement - Covenant regarding the property dated September 30, 1975, it was agreed that "... so long as the property is used to house elderly persons under such Act [Section 221(d)(3)], only 23 parking spaces, instead of 44 parking spaces, shall be required, as requested under a Variance approved by the City Planning Commission..." It is the request of the purchasers of the Hacienda del Norte Apartments that the Covenant be amended to reflect that in addition to elderly residents the allowable uses include non-elderly disabled individuals. Given the property is currently under parked we don't believe there is an existing parking issue with the site given the very low income nature of the property, its resident base of seniors and physically disabled.

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Bill Rice
Triton Community Development LLC
Triton Development Services LLC
1855 W Katella Avenue, Suite 265
Orange, CA 92867
818-371-4789

10/1/2016 - PLEASE NOTE OUR ADDRESS HAS CHANGED

RECORDING REQUESTED BY
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AND WHEN RECORDED RETURN
TO: City Attorney
P. O. Box 306
Paso Robles, CA. 93446

DOCUMENTARY TRANSFER
TAX \$ None

Donald B. Keefe
Donald B. Keefe, City Clerk

BOOK NO. 33489
OFFICIAL RECORDS
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WILLIAM E. ZIMMERMAN
COUNTY CLERK

AGREEMENT - COVENANT
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PORTION OF LOT A AND G OF SPRINGS HOTEL TRACT

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33489

1857 606

It is further agreed that this document shall be recorded by the Developer with the County of San Luis Obispo Recorder and a copy furnished to City who shall file same with the approved Variance and the Planning Commission shall review the matter annually on or before June 30th of each year.

Signed

OWNER - DEVELOPER

DATED: September 30, 1975

CITY OF EL PASO DE ROBLES

Barney Schwartz
Mayor

APPROVED AS TO FORM:

Michael T. LeSage
Michael T. LeSage, City AttorneySTATE OF CALIFORNIA
County of SAN LUIS OBISPOOfficial Seal
HARRIS A. FAUNCE, JR.
Notary Public - California
San Luis Obispo County

ON September 30, 1975, before me, the undersigned, a Notary Public in and for said State, personally appeared NELSON MC MANIS, Owner - Developer and HARVEY SCHWARTZ, Mayor.

known to me, to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal.

Harris A. Faunce, Jr.
Notary Public in and for said State.

ACKNOWLEDGMENT - GENERAL - WOLCOTT FORM 151 - REV. 2-63

72410

Vol 1857 Page 607

EXCERPT FROM
MINUTES OF THE ADJOURNED SESSION
PASO ROBLES CITY COUNCIL
SEPTEMBER 30, 1975

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The agreement has been signed by Mr. McMann and the City Manager, having reviewed and updated the Council concerning the matter, requests that the Council authorize the Mayor to execute the agreement and authorize the City Clerk to record same.

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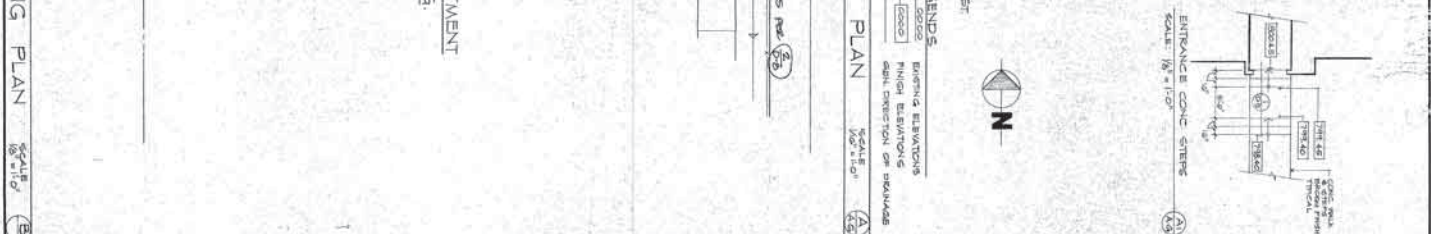
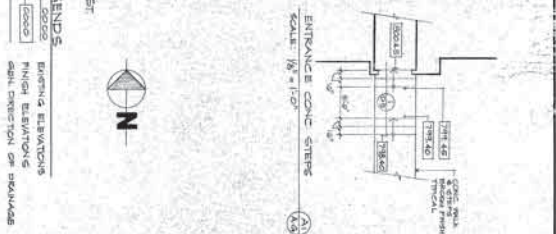
32. There being no further business, it was moved by Councilman Minshull, seconded by Councilman Barnhart, that the meeting be adjourned.

Donald R. Keefer
City Clerk

I certify that this is a true copy of a portion of the minutes of the PASO ROBLES CITY COUNCIL of PASO ROBLES, CALIFORNIA, dated this 30th day of September, 1975.

Donald R. Keefer
Donald R. Keefer, City Clerk

DBK:jm



Attachment 5

Draft Resolution A

RESOLUTION 16-XXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PASO ROBLES
APPROVING AN AMENDMENT TO THE
PARKING AGREEMENT FOR HACIENDA DEL NORTE HOUSING PROJECT
AT 529 10TH STREET
(TRITON COMMUNITY DEVELOPMENT, LLC)
APN: 009-093-050

WHEREAS, Hacienda Del Norte (HDN) is an existing 44-unit low-income senior housing facility located at 529 10th Street; and

WHEREAS, the HDN facility was originally built in the late 1970's and is still operating as a low-income senior facility; and

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WHEREAS, in 1975 the City Council approved a Parking Agreement that memorialized the Parking Variance, and established criteria for the variance that allows for the on-going reduced parking for HDN, as long as the project remains a housing project for the elderly; and

WHEREAS, since the original agreement allowing the parking reduction is specific to elderly persons, Mr. Rice is requesting that the City Council amend the Agreement to reflect that in addition to elderly residents, that the parking reduction be extended to include non-elderly disabled persons; and

WHEREAS, Staff, Bill Rice, along with the City Attorney have worked together to provide an amended Parking Agreement; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of El Paso de Robles does hereby approve the revised parking agreement (Exhibit A), allowing for the parking reduction for Hacienda del Norte to continue based on the project housing both elderly and physically handicapped people.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 20th day of December 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Steven Martin, Mayor

ATTEST:

Kristy Buxkemper, Deputy City Clerk

Exhibit A: Amended Hacienda Del Norte Parking Agreement

Exhibit A

Recording requested by and
When Recorded Mail To:

City of Paso Robles
1000 Spring Street
Paso Robles, California 93446
Attn: Community Development Director

AMENDMENT TO AGREEMENT AND COVENANT RE: PARKING – LOTS 46, 47 AND PORTION OF LOT A AND G OF SPRINGS HOTEL TRACT

THIS AMENDMENT (this “**Amendment**”) is made this ____ day of October, 2016, is entered into by and between TCD Hacienda Del Norte LP, a California limited partnership (“**Owner**”), and CITY OF PASO ROBLES, a political subdivision of the State of California (“**City**”).

RECITALS

A. Owner is the owner of that low-income housing development located at 529 10th Street in the City Paso Robles, San Luis Obispo County, California 93446, and as further described in Exhibit A attached hereto and made a part hereof (“**Property**”).

B. The Property is restricted and benefitted by that certain Agreement and Covenant Re: Parking – Lots 46, 47 and Portion of Lot A and G of Springs Hotel Tract (the “**Covenant**”), dated as of September 30, 1975, and executed by Nelson McMann (predecessor in interest to Owner) and the City, and recorded on October 9, 1975, (Book) 1857 (Page) 606 (Document No. 33489), in the Official Land Records of San Luis Obispo County, California.

C. This Amendment is being made by Owner and City to clarify the parking variance set forth in the Covenant (the “**Variance**”) shall remain in effect so long as the Property is restricted for occupancy by low-income senior citizens, disabled persons or such other population required or permitted by the U.S. Department of Housing and Urban Development (“**HUD**”) under (i) the Project Based Section 8 Housing Assistance Payments Basic Renewal Contract for Mark-Up-to-Market Project (Section 8 Project No. CA16M000349), entered into by and among the Owner (or its predecessor), Los Angeles LOMOD Corporation and HUD, or any renewal contract thereof (the “**HUD Subsidy Contract**”), or (ii) loan funded or insured by the Secretary of HUD under the National Housing Act (the “**HUD Loan**”), all as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner and the City agree as follows:

1. Amendment of Covenant. The Covenant is hereby amended to provide that the intended use of the Property shall be for housing of low-income senior citizens, disabled persons,

Exhibit A

or such other restricted population in accordance with the HUD Subsidy Contract or the HUD Loan. The Covenant is hereby further amended to provide that the Variance shall remain in full force and effect and benefit the Property so long as the Property is restricted for occupancy to low-income senior citizens, disabled persons or such other restricted population in accordance with the HUD Subsidy Contract or the HUD Loan. City and Owner acknowledge and agree this Amendment updates and reaffirms the Variance to better comply with the requirements of the HUD Subsidy Contract and HUD Loan.

2. **Successors and Assigns; Scope of Amendment.** This Amendment shall be binding upon and inure to the benefit of the successors, assigns, grantees, personal representatives, heirs and legatees of the respective parties hereto. Other than as expressly modified by this Amendment, the Covenant shall remain in full force and effect.

3. **Governing Law.** This Amendment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of California.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Exhibit A

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of the date first written above.

OWNER:

TCD Hacienda Del Norte LP,
a California limited partnership

By: Triton Community Development LLC, a California limited liability company,
its General Partner

By: _____
William E. Rice, It's Managing Member

CITY:

CITY OF PASO ROBLES

By: _____
Name: _____
Title: _____

Exhibit A

EXHIBIT A

PROPERTY DESCRIPTION

The land described herein is situated in the State of California, County of San Luis Obispo, City of Paso Robles, described as follows:

PARCEL 1:

Lots 46 and 47 of the Springs Hotel Tract in the City of Paso Robles, County of San Luis Obispo, State of California, according to map recorded May 10, 1921 in Book 2, Page 60 of Maps, in the office of the County Recorder of said County.

Excepting therefrom all the waters of any and all underground springs or currents of warm, Sulphur and mineral waters that are or may be within said land or any part thereof as reserved by George G. Herzberg in Deed recorded August 19, 1936 in Book 200, Page 47 of Official Records.

PARCEL 2:

The Westerly 100 feet of Lot "G" of Springs Hotel Tract, in the City of Paso Robles, County of San Luis Obispo, State of California, according to map recorded May 10, 1921 in Book 2, Page 60 of Maps, in the office of the County recorder of said County.

Excepting therefrom all the waters of any and all underground springs or currents of warm, Sulphur and mineral waters that are or may be within said land or any part thereof as reserved by George G. Herzberg in Deed recorded August 19, 1936 in Book 200, Page 47 of Official Records.

PARCEL 3:

The Southerly 280 feet of the Westerly 100 feet of Lot A of the Springs Hotel Tract, in the City of Paso Robles, County of San Luis Obispo, State of California, according to map recorded May 10, 1921 in Book 2, Page 60 of Maps, in the office of the County Recorder of said County.

Excepting therefrom all the waters of any and all underground springs or currents of warm, Sulphur and mineral waters that are or may be within said land or any part thereof as reserved by George G. Herzberg in Deed recorded August 19, 1936 in Book 200, Page 47 of Official Records.

APN: 009-093-050